



## NYE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

<b>Department:</b> Town of Pahrump	<b>Meeting Date:</b>	
<b>Category:</b> Regular Agenda Item	December 16, 2025	
<b>Prepared by:</b> Nye County Planning	<b>Phone:</b> (775) 751-4249	
<b>Presented by:</b> Jaeyeup (Jay) Kim / Project Manager, Samsung C&T Renewables	<b>Phone:</b> (650) 398-5802	
<b>Action requested:</b> (Include what, with whom, when, where, why, and terms)  Discussion and deliberation to approve, amend and approve, or reject a Variance Agreement between Dandelion Solar, LLC. and the Town of Pahrump, pursuant to Nye County Code 17.10.150.I. Pertaining to relief from setback regulations for the proposed Dandelion Solar Project, located on approximately 1,400 acres in Pahrump, NV, prior to consideration of a variance application by the Pahrump Regional Planning Commission (PRPC).		
<b>Complete description of requested action:</b> (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)  Samsung C&T Renewables is proposing the Dandelion Solar Project, located on approximately 1,400 acres in the northern portion of the Town of Pahrump. Samsung requests approval of a Variance Agreement as required under Nye County Code 17.10.150: Setbacks And Height Restrictions.		
I. Allowed Variances. Variances are subject to Nye County Code Section 17.10.090, and may only be granted for relief from setback and height restrictions imposed under Nye County Code Section 17.10.310 (B) or (C). However, the variance application must include an executed agreement between the Applicant and all participating and non-participating landowners, municipality, or school district affected by the requested variance prior to consideration of the variance request by the PRPC if located within the PRPD or BOCC in all other areas of the County.		
<b>Recommendation:</b>		
<b>Financial Impact</b>		
Cost:	Fund Name:	Fund #:
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	FY:	<input type="checkbox"/> One-Time <input type="checkbox"/> Recurring
Comments:		
<b>Review &amp; Approval</b>		
Legal Review Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Legal Approval Received: <input type="checkbox"/>	Date:
Financial Review Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Submitted to Finance: <input type="checkbox"/>	Date:
Administrative Manager Review: <input checked="" type="checkbox"/>	Place on Agenda: <input checked="" type="checkbox"/>	Initials: ST

Item # 11

# Variance Agreement

This Variance Agreement (“Agreement”) is entered into by and between Dandelion Solar, LLC (“Applicant”) and the Town of Pahrump (“Affected Party”) pursuant to Nye County Code § 17.10.090 as of the last date in which this Agreement is executed. Collectively each party is referred to as the (“Parties”).

## I. Purpose

The purpose of this Agreement is to confirm that the Affected Party has received full notice of, and consent to, the Applicant’s request for a variance from the setback and height restrictions applicable to renewable energy projects under Nye County Code. This Agreement satisfies the County requirement that an executed acknowledgment be submitted prior to consideration of the variance by the Pahrump Regional Planning Commission (“PRPC”).

## II. Project Description

The Applicant proposes to construct, operate, and maintain the Dandelion Solar Project, a 220-megawatt photovoltaic energy generation facility with a 110-megawatt battery energy storage system, located on approximately 1,400 acres of privately owned land in Nye County, Nevada. The facility includes solar arrays, inverters, battery containers, access roads, fencing, visual impact berms, and ancillary equipment as shown on the Conceptual Site Development Plan attached hereto as Exhibit A.

## III. Requested Variances

The Applicant seeks the following variances from Nye County Code § 17.10.150(B) and (C):

Code Section	Standard Requirement	Requested Variance	Justification
§ 17.10.310(B)	1,000-foot setback from non-participating property lines	300 feet	Site topography and infrastructure constraints make 1,000 feet impractical; visual mitigation measures (fencing, berthing, landscaping) will minimize aesthetic impact.
§ 17.10.310(C)	One-mile setback from residential-zoned property within the PRPD	300 feet	Existing separation by desert terrain, roadways, visual mitigation measures, and topographical buffers; reduced setback remains compatible with surrounding uses.

## IV. Findings and Basis for Agreement

The Affected Party acknowledges and agrees that:

1. The proposed setback reductions will not, in the Affected Party's view, adversely affect public health, safety, or welfare.
2. The reduced setbacks, together with proposed mitigation, provide equivalent or greater protection of property and visual character compared to strict enforcement of the standard.
3. Granting the variances will facilitate a project providing substantial economic and community benefits to Nye County, including tax revenue, local jobs, and infrastructure improvements.
4. The variance represents the minimum relief necessary to make reasonable use of the property.

## **V. Acknowledgment and Consent**

The Affected Party acknowledges receipt of the variance request and accompanying materials. The Affected Party confirms understanding of the variance's purpose, scope, and effect. The Affected Party provides written consent to the Applicant's request for the variances identified above. And the Affected Party agrees that this Agreement may be submitted to the PRPC or BOCC as evidence of consent under Nye County Code § 17.10.090.

## **VI. Binding Effect**

This Agreement is binding upon and benefits the Parties and their successors and assigns. It does not transfer property rights, alter ownership, or create easements. Its sole purpose is to demonstrate consent to the variance request. Applicant may assign or transfer all or a portion of its rights and obligations under this Agreement, including this Agreement, to any third party upon notice to Affected Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

### **Dandelion Solar, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Town of Pahrump**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_